

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Dealer Number U-5325

Contract Number _____

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)
BRIAN HENRY DAVIS
1645 CLIFTVIEW AVE
BALTIMORE

BALTIMORE
MD 21213

Creditor - Seller (Name and Address)

AUTO SHOWCASE OF BALTIMORE LLC.
4010 W. NORTHERN PKWY
BALTIMORE

MD 21215

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2002	BMW 3 SERIES	WBAB533462PC65599	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 17.99%	The dollar amount the credit will cost you. \$ 13402.00	\$ 34000.00	\$ 39402.00	\$ 42452.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	547.25	Monthly beginning 11/28/2006

Or As Follows:

N/A

Late Charge. If payment is not received in full within **15** days after it is due, you will pay a late charge of \$ **5** or **10**% of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is checked below. Your decision to buy or not to buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life Buyer Co-Buyer Both

Credit Disability (Buyer Only) **N/A**

Premium: **N/A**

Credit Life \$ **N/A**

Credit Disability \$ **N/A**

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance or credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

Type of Insurance _____

Premium \$ _____

Insurance Company Name _____

Home Office Address _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	25371.43	(A)
A. Cash Price of Motor Vehicle and Accessories	25371.43	(A)
1. Cash Price Vehicle	1256.57	(B)
2. Cash Price Accessories	N/A	(C)
B. Sales Tax	100.00	(E)
C. Service Contract (optional)	N/A	(F)
(Seller may keep part of this amount)	N/A	(G)
*See Service Contract Box below	N/A	(H)
D. Debt Cancellation Agreement (optional)	N/A	(D)
E. Dealer Processing Charge (not required by law)	100.00	(E)
F. Freight Charge	N/A	(F)
G. Other	N/A	(G)

To Whom Paid _____

H. Other _____

To Whom Paid _____

Total Cash Price **\$ 26740.00** (I)

2. Total Downpayment = _____

Trade-in (Year) (Make) (Model) _____

Gross Trade-In Allowance **\$ 0.00**

Less Pay Off Made By Seller **\$ 0.00**

(Seller may keep part of these amounts):

Case 1:96-cr-00477-MJG

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A Cost of Optional Credit Insurance Paid to Insur.

Company or Companies.

Life	\$ N/A
Disability	\$ N/A

\$ N/A

B Vendor's Single Interest Insurance

Paid to Insurance Company

\$ N/A

C Other Insurance Paid to the Insurance Company

\$ N/A

D Official Fees Paid to Government Agencies

\$ N/A

E Taxes Not Included in Cash Price

\$ N/A

F Government License and/or Registration Fees

\$ 260.00

G Government Certificate of Title Fees

\$ 0.00

H Other Charges (Seller must identify who is paid and describe purpose)

to	for Prior Credit or Lease Balance	\$ N/A
to	for CHP	\$ 0.00
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A

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to	for CHP	\$ 0.00
to	for	\$ N/A
to	for	\$ N/A
to	for	\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 260.00 (4)

5 Amount Financed (3 + 4)

\$ 24000.00 (5)

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.

GAP PROTECTION: Optional Guaranteed Auto Protection (GAP) is not required to obtain credit. GAP protection will not be provided under this Contract unless you sign for it below and agree to pay the additional cost shown below and in item 4(C) of the ITEMIZATION OF AMOUNT FINANCED. You may obtain optional GAP protection from a person of your choice that is authorized to sell such coverage and is acceptable to us. The GAP contract issued by the provider of the protection will describe the terms and conditions of coverage in further detail. If you want GAP protection, sign below.

Cost: \$ N/A Term: _____ Provider: _____

X	X	X
Buyer	Date	Co-Buyer

Date

OPTION: You pay no finance charge if the amount financed, item 5, is paid in full on or before _____, Year _____. SELLERS INITIALS**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date _____ Co-Buyer Signs X Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address _____

Seller signs _____ Date _____ By X Title _____

Seller assigns its interest in this contract to W F S FINANCIAL INC. (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned without recourse Assigned with limited recourse